New York Store

tole Agents Butterick Patterns.

500 Drummers' Samples

Bought at a price that enables us to give you unusual umbrella bargains. They are in different qualities and prices, in black and colors. Five special lots that are worth more than ordinary notice.

PRICES:

57c, 67c, 87c, \$1.37, \$2.57

Pettis Dry Goods Co.

Our line of canned goods is complete and carefully selected and are not to be compared with cheap stuffs, with which the market is flooded.

ONE OF OUR SPECIALS

Raspberry,

Fresh Fruit and Sugar

Strawberry. Blackberry, Quince, Red Cherry, Damson Plum Jams. Pineapple

One Pound 10 Cents Marmalade.

Absolutely

Pure.

THE N. A. MOORE CO. **Fancy Grocers** 162 and 164 North Illinois St.

Orange

Phones 892.

FOR A FEW DAYS ONLY

Just as they came from the mine. You are welcome to come and see them.

C. L. ROST, Diamond Merchant

15 North Illinois St. INDIANAPOLIS, IND.



AMUSEMENTS.

Miss Van Sielen Withdraws from the

Ida Van Siclen, the much-advertised Education' at the Grand Opera House matter, Shafer Zeigler, auditor of the theater, said: "We found the act wholly bad | upon our patrons. However, both parties must consent to the cancellation of a contract, so we are frequently compelled to put up with an act that is a failure. Miss Van Siclen cheerfully consented to with- Maxwell Knippenberg gave a large tea draw the play. In this connection I want | yesterday afternoon, at their home, 1814 to say a word in her behalf. Miss Van North Meridian street, entertaining in honor Siclen is not to blame. She and Mr. G. A. Stryker gave the little comedy on the Eastern vaudeville circuits for twenty-six straight weeks, with success. When she day. The rooms through the house were came to Cincinnati last week Mr. Stryker | beautifully decorated, the parlors and din dropped out and she was forced to get a substitute with very short notice. She secured an alleged actor from a stock green and the library red. The chandeliers company in Cincinnati, and, with a few in the parlor were draped with strands of days' rehearsal, they came to Indianapolis and presented the piece. The new man proved so utterly inadequate that he ruined the play and the work of Miss Van Sicien. doors and stairway in the hall and the Realizing that she could not fulfill her contract in the spirit as well as in the letter, the plucky little woman freely gave her ting room two shades of green crepe paper consent to cancel. She is heartbroken over the disaster that has come upon her near the close of a successful season, and is walls. In the library the musicians were now confined to her bed at the Lorraine Hotel. We, of course, sympathize most heartily with her in her misfortune, and hope the public will realize that her distressing situation ought not to be charged

Edna May "Booed."

LONDON, April 23 .- Although Edna May, in "The Girl from Up There," had a kindly reception at the Duke of York's Theater | the center a French basket of pink carnathe expectations of the public were rather disappointing, as another "Belle of New of the production the curtain was raised in response to the applause from the stalls, while the occupants of the galleries expressed their disapproval by "booing." The friends of Miss May, who were down stairs, injudiciously tried to outdo the "booing" by sustained applause, and the curtain was raised and lowered several times, amid clamorous approval and disapproval, which lasted for ten minutes.

Notes of the Stage.

Patrons of English's are to be favored by a visit from jolly May Irwin this season, She is booked for a single performance of her new farce, "Madge Smith, Attorney," the night of May 14.

Theatergoers who enjoy comedy that latest catchy songs and music will find such to please in the performances now being given at the Park Theater by Charles A. Murray and Ollie Mack, supported by an excellent company. The engagement Miss Lydia Parry, Miss Eleanor Posey and ends with to-day's two performances.

A rare opportunity of hearing a real vio-In virtuoso for a nominal price is offered at the Grand Opera House this week. One of the three musical Dumonds, European artists, in the vaudeville bill at that house, has attained distinction in his own country by his violin playing, and his work thus far in this city has aroused the greatest en-

The village choir plays a prominent part | the rooms filled with fragrant flowers. The in the splendid Brady and Grismer production of "Way Down East," at English's American Beauty roses and ferns. In the Opera House, and it is composed of people library daffodils and scarlet tulips were

interesting pastoral drama-this afternoon Mrs. Lilly was assisted by a number of

Lincoln J. Carter is said to have promelodrama, "Down Mobile," that next offering at the Park, commencing to morrow afternoon, and to have staged the play with unusual elaboration. One sensational episode follows another, and the interest of the spectator is not allowed to flag from the rise of the curtain on the opening scene until its final fall.

ber of times since then, but the greatest revival of Dr. Goldsmith's delightful comedy, which is to be seen at English's Saturday afternoon and night of the current week, is said to be on a scale of grandeur never before attempted.

Messrs. Liebler & Co., the New York Yeat's "The Land of Heart's Desire," that be seen in only a few large cities of the country this spring. Mr. Otis Skinner, Mrs. Sarah Cowell Le Moyne and Miss Eleanor Robson form the incomparable cast of the Browning drama. The great com-bination will visit Indianapolis for a single performance May 24.

PERSONAL AND SOCIETY.

Mrs. Henry, of Louisville, is the guest of Miss Lena Brash will leave next week for Bellefontaine, O., to visit friends for a

Mrs. Bals, of Cincinnati, who has been the guest of Mrs. William Maxwell, has Mrs. Alvin S. Lockard, who has been visiting her parents in Freeport, Ill., returned home last night.

Miss Mattle B. Shepperd and Miss Mary Rupel Trichler, of Brookville, are visiting relatives on Walcott street. Mrs. W. E. Templeton will entertain the Orion Embroidery Circle to-morrow afternoon, at her home, 1915 Broadway. Mrs. Sam Schneewind, accompanied by

Mrs. Henry Edwin Forry will observe her last reception day this afternoon, from 3 to 6, at her home, No. 543 North Meridian

Mrs. Benjamin Harrison and little daugher will spend a part of the summer at the seashore and will go to the Adirondacks for August and September. Mrs. Hervey Bates, jr., gave a high tea

guests in horor of Mrs. William Maclay Hall, of Pittsburg. Among the guests was Mrs. Hopper, of Baltimore. Mr. and Mrs. M. B. Wilson entertained at dinner last night in honor of Mrs. William Abernathy, of Kansas City, who is the

guest of Mrs. George G. Tanner, and Mrs. McKenzie, of Toronto, who is with Mrs. Mr. Edward Messick has issued handsome invitations for a dinner at the Deni-

Cora Parry and Mr. Warren Oakes. The nvitations are decorated with wedding ells in delicate water colors, and the lettering is done in gold, with the name of the bride in one corner and in the opposite corner that of Mr. Warren Oakes. Those N. Fitzgerald, Miss Florea, of Connersville, and Miss Parry and Mr. Oakes. Mr. and Mrs. J. M. Washington were ten-

dered a pleasant surprise Safurday evening by their friends at their suburban home, on East Prospect street, the occasion being their fiftieth wedding anniversary. About sixty guests were present, among them a Chester B. Washington, of Omaha, Neb., and Mrs. Gibson, of Washington, la., who was an old friend of the family. The house was decorated for the occasion, the reception hall with yeliow flowers and yelow shades on the lights. In the parlors the mantels were draped with white and gilt crepe paper and yellow and white flowers were placed about on the mantels and about the rooms. Refreshments were served orchestra played during the evening. Those assisting were a daughter. Miss Kate Washington, a son, Mr. Will Washington, and Mrs. Washington, Mr. and Mrs. Thomas Matthews, Mrs. Mingee, Miss Gunther, Miss Rae Brown and Miss Bry

Miss Nannie Barbee, of Danville, Ky. who is familiar with the dialect of the Southern mountaineers, will give a reading at the First Presbyterian Church Saturday afternoon, at 2 o'clock, under the auspices of the Young Woman's Missionary Society. There will be a vocalist who will illustrate Miss Barbee's readings by singing "coon" songs. The patronesses for the afternoon include Mrs. M. L. Haines, Mrs. John H. Holliday, Mrs. J. A. Sutcliffe, Mrs. John E Cleland, Mrs. Edward Daniels, Mrs Albert Baker, Mrs. R. S. McKee, Mrs. ferior little comedy entitled, "A Sporty Mrs. E. B. Martindale, Mrs. Henry Latham, Mrs. Morris Ross, Mrs. John S. Mrs. Ovid Butler Jameson, Monday afternoon and night, was not in Mrs. Noble C. Butler, Mrs. J. H. Byers, the bill last night. When asked about the Mrs. Oran Perry, Mrs. Herbert M. Foliz, Mrs. W. W. Woollen, Mrs. M. B. Wilson, Mrs. J. P. Dunn, Mrs. W. A. Ketcham, Mrs. and set about to cancel it at once, as we H. Millikan, Mrs. James A. Rohbach, Mrs. H. C. Sickles, Mrs. J. E. Smith, Mrs. Charles Martindale, Mrs. McKnight, Mrs. J. R. King, Mrs. J. W. Lilly and Mrs.

A PINK TEA. Mrs. Nathaniel A. Rose and Mrs. Mary of Miss Cora Perry, whose marriage to Mr. Warren Oakes will occur next Wednesing room being in pink, the sitting room pink crepe paper, the globes being als covered with pink in rose effect. The curtains in the different rooms were festooned with Southern smilax. In the sitadorned the chandeliers, and wall pockets of spring flowers were placed about the stationed. The room was in American Beauty shades, festoons of the crepe paper extending from the chandeliers to the four corners, and a large wall pocket of the flowers set in a bed of smilax adorning the wall. In the doorway between the sitting room and dining room there were tiny pink crepe paper. The daintily appointed refreshment table was covered with a Battenberg lace mat, on which rested in Frank B. Shutt Not Seeking Nominations and asparagus vine. On opposite corners were crystal candelabra holding lighted pink tapers with pink shades, and the bonbons, ices and cakes were all carried out in the pink. The sideboard had a row of low candle holders across the rear with taller ones in front, with here and there vases of pink flowers. The guests were received in the parlor by Mrs. Rose, Mrs. Knippenberg and Miss Parry. Miss Parry wore a lovely gown of French pink swiss and renaissance lace: Mrs. Knippenberg's gown was light blue silk, with accordion plaitings of gold satin, edged with pink and renaissance lace; Mrs. Rose wore a handsome gown of pastel blue, trimmed with pink ribbon and lace. Th hostesses were assisted in entertaining during the afternoon by Mrs. D. M. Parry, Mrs. Frank N. Fitzgerald, Mrs. W. Davis, Mrs. Lynn B Millikan, Mrs. C. Fugate, Mrs. M. L. Horne, Mrs. T. F. Harrington, Mrs. J. M. Harris, Mrs. Henry Spann, Mrs. John Downing Johnston and Mrs. Benjamin Jones. Presiding at the table in the dining room were Mrs. Ross Hamilton Wallace and Mrs. Franklin Atkins, and assisting in serving were Miss Emma Pierson, Miss Laura Fitzgerald, the Misses Wiegand, Miss Elma Woollen in the second parlor by Miss Lillian Atkins.

One of the most delightful receptions of the closing season was that given yesterday afternoon by Mrs. John Miller

A SPRING RECEPTION.

duty next week. guests were received in the drawing room. which was adorned with tall vases of who can sing delightfully. The choir is arranged artistically in wall pockets about | Why trust to luck in regard to the title to in evidence twice on the stage and a number of times back of the scenes. Only two shelves and in the dining room the decoramore opportunities remain of enjoying this tion was of sweet peas and pink roses.

Your real estate? Insure it, too. INDIANA coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves only by the collection of the knowledge of the agreement that only a coup themselves on

friends. During the afternoon the guests REAL were afforded an opportunity to hear Mrs. Blanchard, who possesses a beautiful voice, sing several groups of songs. In the interval a harpist played a varied pro-

The marriage of Miss Avis Leonard Morse, daughter of Mr. and Mrs. A. M. nessing the ceremony, which was pro founced by the Rev. Mr. Mackintosh, of the Fourth Presbyterian Church. The rooms were prettily adorned with spring flowers marguerites, jonquils, with pink roses and carnations, and a profusion of wild flowers. The bride wore a pretty gown of white

organdie over silk, with trimmings of lace. Mr. and Mrs. Harmon will go to housekeeping at once on their farm in May-ROCKEFELLER-STILLMAN. NEW YORK, April 23.-Isabel Goodrich Stillman, daughter of James Stillman, and Percy A. Rockefeller, son of Mr. and Mrs William Rockefeller, were married at St attended at the altar by Miss Ethel G. Reckefeller as maid of honor and Miss Edith Gray, Miss Ethel Whitney, Miss Alice Strong and Miss Dalsy Greer as bridesmaids. William G. Rockefeller attended his brother as best man. The Rev. Dr. David H. Greer, rector of the church performed the marriage ceremony. The newly wedded couple probably will make a

short American tour and later go abroad. INDUSTRIAL CITY PROSPECT.

A Special Meeting of Board of Trade Will Discuss It.

The manufacturing committee of the Board of Trade met yesterday afternoon with a number of members of the board and Messrs, J. W. Lovett, of Anderson, her son Stanley, of Chicago, is visiting and J. S. Cruse, of this city, promoters her sister, Mrs. L. O. Ludwig, 7 Kensington of the industrial city that it is proposed and J. S. Cruse, of this city, promoters to establish between Irvington and Brightwood, about three-quarters of a mile east of Brightwood, on the Springfield division of the Big Four Railroad. The new project was discussed by all present, and a great deal of interest was taken in examining plats of the proposed subdivision, prepared by Architect Samuel H. Brubaker. yesterday afternoon, entertaining tweive

The members of the committee are Chairman, Justus C. Adams, W. B. Hol ton, St. Clair Parry, I. S. Gordon and Ford Woods. The others present at the meeting were: D. M. Parry, president of the Board of Trade; John L. Griffiths, Henry H. Fay. John W. Lovett and Samuel H. Brubaker. The committee deemed the plan of sufficient importance to justify the calling of a special meeting of the governors of the Board of Trade for next Monday night, and requested President Mr. Parry said last night that he believed the Board of Trade would take definite and favorable action on the proposition to establish an industrial city cality mentioned. "I certainly hope that the board will bestir itself in this matter,' who are invited include Mr. and Mrs. Frank | he said, "for it has been far too listless and inactive in promoting the interests of Indianapolis." The Commercial Club has already indorsed the project.

ORDER OF EASTERN STAR.

Begins To-Day.

Annual Session of the Grand Chapter

Many members of the Order of the Eastern Star from different parts of the State are here to attend the annual session of the Grand Chapter, which opens this mornin the dining room, which was decorated ing at 10 o'clock at Masonic Temple. Among with yellow daffodils and yellow lights. An the distinguished visitors from other States who are here are Mrs. Hattie E. Ewing. most worthy grand matron, of Orange, Mrs. Sarah E. Haggard, right worthy grand esther, of Austin, Ill.

Marion, grand matron of the order in this will show that she has visited seventy chapters during the year 1900, and saw the work exemplified eighty-nine times. She traveled over five thousand miles, wrote more than nine hundred letters and answered two hundred questions. She also granted thirty-two dispensations for the election of officers. Mrs. Nettle Ransford, grand secretary, will show in her report that \$3,648.60 was received during the year which, with a balance already on hand, increased the funds of the order to \$6,961.23. During the year the disburse ments amounted to \$2,227.76, leaving a balance in the treasury of \$4,733.47. New officers will be elected at this session of the Grand Chapter. These meetings are usually attended by between 500 N. Harding, Mrs. N. B. Gary, Mrs. J. and 600 delegates. Last night a reception was given the visitors at Masonic Temple.

PATROLMAN ACQUITTED.

Thomas Rochford Not Sustained.

The trial of Patrolman Thomas Rochford | Rept n the charge of drunkenness by the Board charges were preferred against the patrolman by Superintendent Quigley on information furnished by W. B. Blair, of the firm of Blair & Baker, at the Union stockyards. Several witnesses were examined by the endant in what he thought to be an intoxicated condition on an occasion when they were both riding on a street car from the stockyards. It was brought out by the testimony of several witnesses that Blair had had trouble with the officer in the hotel at the stockyards, resulting in Blair using profane language in the presence of women waiters.

NOT A CANDIDATE.

tion for Attorney General.

Recently statements have been made in Shutt, of Aurora, Ind., is a candidate for annovance to Mr. Shutt, since he is not a 1891 without the formality having been candiate. The Journal is authorized by Mr. Shutt to announce that he will not be a officers of amounts of stationery probably candidate for the nomination for attorney general before the next Republican con-

CLARK RATHBUN'S ARREST.

Cline, Mrs Thomas J. Villers, Mrs. Walter | Postal Authorities Say He Wrote an Objectionable Letter.

Clark Rathbun, of Redkey, was arrested yesterday morning by Deputy United States the postal laws. He wrote an objectionable and Miss Harriet Eitel. Punch was served letter to a man at Marion. The prisoner Miss Mabel Rose. Among the guests were | States Commissioner Ellis placed him un-

Will Go to Zanzibar.

consul at Zanzibar, was in the city last night. He will leave for his new post of

Would you trust to luck and not insure your home against fire? Of course not.

ESTATE SWINDLE

THE INCIDENT RECALLED BY A CASE NOW IN THE COURTS.

on Property He Did Not Own-High Court Decisions.

The manipulations of a shrewd swindler that attracted considerable attention some time ago were recalled in the suit of William Freitske against James L. Barnett, that was on trial in Judge Carter's court yesterday. Freitske is suing for \$700, the amount of money he loaned to a man representing himself to be Albert Allen, but whose real name is unknown. The plaintiff was swindled out of his money by this unknown man, and suit is brought against Barnett, because he was instrumental in negotiating the loan. After the swindle was discovered a man by the name of Hornaday with the crime. Several other swindles were attributed to him, but he has never been satisfactorily identified. Hornaday is

Some time ago the man came to Barnett. who was engaged in the real estate business, and represented that he was Albert Allen and owned two lots on North New Jersey street, valued at \$1,500 each, on which he desired to secure a loan of \$700. loan \$1,100. The stranger said he only wanted to borrow \$700, that he wanted to start in business and the less he borrowed nett carried the application around in his pocket, and it is said Daniel Lemon, another real-estate dealer, asked him one day if he had a loan application. Barnett presented the application of the man repre senting himself to be Albert Allen and Lemon secured the money from Freitske. The alleged Allen had abstracts brought | Court affirms the decision, the directors

So concise were all the arrangements that no suspicion of fraud was entertained. When the first six months' interest became due, Lemon received it through the mails by the interest personally. The second and third interest payments were made in a like manner and still nothing was suspected. When the fourth became due it began. In the assessor's office, in the nonresident book, was found the name of Albert Allen, of Greencastle, and also the name of his representative in this city. that the real Allen had made no transfer and the man claiming to be the owner o the lots was a fraud. How he manipulated his scheme so carefully without being found out has not been ascertained. When this discovery was made it was learned that a similar scheme had been worked on various | proof has ever been established that the man in the insane hospital, who is suspected of perpetrating the frauds, is guilty. The suit is brought against Barnett, on the charge that he assisted in the negotiations. John W. Kealing is defending Barnett and Chambers, Pickens & Moores are representing Freitske.

HIGH COURT DECISIONS.

Validity of the Mechanics' Lien Law -Body of a Dead Dog.

The constitutionality of the mechanics' Charles E. Barrett vs. Frank H. Millikan resisted satisfaction of a lien which he disworthy grand secretary, of Chicago, and covered on his house after he had paid the contractor for constructing it. He urged that the mechanics' lien law denies State, will make her annual report. It and deprives them of their property withobligation of contracts by forcing the realwith whom they have no contract relations; and it is class legislation in the interest of people performing certain kinds of work and men dealing in certain kinds of supplies. The case was decided by Chief | When the verdict was read Wynegar drop-Justice Dowling, who said in his opinion that these matters should have been urged upon the Legislature that passed the law rather than upon the court that construes it. The judge suggested that an owner might escape paying twice for a building by withholding the amount due on the contract until the time for filing a lien had expired. The court also said that the law is not class legislation since anybody

may bring himself within its provisions The Appellate Court decided yesterday in Vantreese that the dead body of a dog that the contractor pay the money back, to establish his right to recover. may be recovered by the animal's owner but he refused. through a replevin proceeding. Van Treese pected by McGee of killing his sheep. Mc Gee lay in wait and killed one of the animals as it leaped over a fence into his pasture. Van Treese brought an action in replevin to secure the dog's body for identification in order that he might lay the oundation for a criminal action against McGee. Van Treese was awarded one cent damages and the possession of the dog in a justice's court, but the Circuit Court held that a dog was not personal property and could not, therefore, be replevined. The decision was reversed by the Appellate

Court, throwing a large amount of costs on the appellee. The Appellate Court, speaking through Judge Robinson, yesterday, in affirming the case of Laura Spitzmesser agains George A. Spitzmesser, said that cruel and inhuman treatment justifying the granting of a divorce is proved in allegation as follows: That the wife was frequently cross and scolded and upbraided her husband without cause; that she occasionally refused to speak to him for a week; that she would get angry and destroy the dishes and household utensils; that she would leave home for as long as a week at a time, compelling her husband to perform household as well as farm duties; and that she sold the crops and wasted the proceeds. The court suggested that these charges might have been made more specific, but if they were proved a divorce should be granted. James E. Caskey's allowance of a claim against the Board of Commissioners of Decatur county for final payment for stationery furnished the county officers was reversed by the Appellate Court yester-Caskey entered into the contract in observed of securing estimates from county needed by them and letting bids for the same, but no one objected to the allowance of the claim until the last quarterly payment fell due. Then an appeal was taken by Dr. Samuel V. Wright, prohibition county chairman and political enemy of Caskey, who was Republican county chairman. The Decatur Circuit Court upheld the claim, but the Appellate Court deinto illegally would not justify an allowance from the county treasury The Supreme Court, in affirming the case Wright, yesterday declared that heirs who take possession of property willed to them,

The Supreme Court affirmed the lower court in the case of William H. Bent, reis with Mrs. F. N. Fitzgerald; Mrs. Tillighast, of Troy, N. Y., and Mrs. McCase, of Louisville. with \$50,000 authorized capital, and 15 per | remedial scope is not class legislation. cent. of this was paid in. The company did a losing business and piled up debtsas receiver. Suit was begun by the resurety, and as the factory plant was prac-

Special Notice

By agreement between C. R. Cameron, attorney for judgment creditors, and C. C. Hadley, attorney for E. S. Suleeba, judgment debtor, as per decision of the Circuit Court, issued on April 6, 1901, against E. S. Suleeba, Rug Merchant, the

SHERIF'S SALE

Of His Entire Stock, Consisting of 1,305

ORIBNIAI

RUGS, CARPETS AND BRIC-A-BRAC AT

AUCTION

Will be held daily from 10 a. m. to 12 m. and from 2 p. m. to 6 p. m., until said judgments are satisfied, at

127-129 E. WASHINGTON ST.

C. R. CAMERON, Attorney for Plaintiff. C. C. HADLEY, Attorney for Defendant.

Circuit Court, decided that the stockholders were not liable beyond the 15 per cent. they had subscribed, and, as the Supreme who signed the notes amounting to about \$20,000 must pay the same, together with a heavy bill of costs.

THE NEW DIVORCE LAW.

Its Constitutionality Is Attacked in a

A petition was filed in Judge Leathers's court yesterday to set aside an order requiring the plaintiff in a divorce suit to deposit \$5 as a fee for the deputy prosecuting was not paid, and then an investigation attorney to defend the case, on the ground ional. The petition is in the case of John A. Van Sickle against Josephine Van Further investigation developed the fact | Sickle. The petition says that the law is

what are known as "divorce attorneys. not apply to cases filed before the law became effective, but the judges of the Su-perior and Circuit courts held that it did. Many other technical points have been raised to get around the law. One attorney approached Judge Leathers and wanted his case prosecuted by the deputy prosecuting attorney, on the grounds that the plaintiff was a poor person. He tried to make his case fit the new law, but the judge refused to allow such procedure.

WYNEGAR FOUND GUILTY.

Jury Says He Embezzled Money from

a Colored Man. Clyde Wynegar, formerly keeper of North Indianapolis roadhouse, was yesterday found guilty of embezzlement by a embezzling \$400 that Charles Hays, a col- the action involves the damages to a tract ored man, left with him for safe keeping. | of land by reason of a part of it being acand it is said that his father is a preacher. ped his head and seemed dazed. The sentence is from two to fourteen years in the

The Contractor Sued. Arthur Pfeiffer yesterday brought suit Charles B. Clarke and John Moore, his bondsmen, for \$340. He alleges that Heathco tractor allowed a mechanic's lien for \$340 to be foreclosed on the property and that he had to pay it or allow the property to the same before the Circuit Court for trial the case of Ralph McGee against Jacob be sold. He avers that he has demanded de novo and the burden is on the claimant

Union Station Inspected.

The jury in Judge Leathers's court that | until 1898, held that the such person could is hearing the case of William E. McClure only be assessed for taxes upon notes and \$20,000 damages yesterday went to the McClure says he was injured. McClure alleges that while wheeling a truck loaded with trunks along the platform one wheel slipped into a hole in the platform and the entire load was thrown on him

A Verdict for \$500.

Ella McGhee was awarded \$500 damages against the Big Four Rallway Company vesterday by a jury in Judge Carter's court. While driving along the company's tracks a train frightened her horse, causing it to run away, and in a collision with injured. She asked for \$5,000.

Amount Due an Estate.

Sterling P. Dixon, administrator of the brought suit against William Gunn for \$375, which the plaintiff says he owes the estate. It is alleged that Gunn borrowed the money from Mrs. Gunn, and after her death he obtained the papers and destroyed

Argument for New Trial.

hear argument to-morrow on the motion for a new trial for James Barnett, convicted on a charge of murdering Frank Wilson, bartender at the Bates Inn. The jury brought in a verdict of manslaughter.

THE COURT RECORD. SUPREME COURT.

Keys vs. Wright. Clark C. C. Afthe claim, but the Appellate Court de- firmed. Baker, J.-1. Where an heir and clared a contract for stationery entered devisee elects to take under the will are enter in possession of the estate he cannot assail the validity of the will by an action to contest the same. 2. A refusal to reply of Jane M. Keys et al. against Elizabeth | to an answer is an admission of the truth of the averments of the answer, 19063. Barrett vs. Millikan. Marion S. C. Affirmed. Dowling, C. J.-1. The statute understanding the reasons for which the will might be contested, are estopped from known as the mechanic's lien law is not one afterwards maintaining a contest proceedin violation of the Constitution. 2. A statute which gives subcontractors a lien on the property improved is not unconstitutional. 3. An act of the Legislature which is just, natural and reasonable, open to all, and applies equally to all the citizens of the State who bring themseves within its 19106. Bent vs. Underdown. Wabash C

C. Affirmed. Monks, J.-1. An agreement aggregating about twenty thousand dol- | between a corporation and its stockholders lars, and then went into Mr. Bent's hands | that only a certain per cent. of the stock subscribed by each stockholder shall be ceiver against the stockholders to collect | paid in is binding on the corporation and it the unpaid subscriptions of 85 per cent. of | cannot collect more than the per cent. specithe authorized capital, but the stockhold- fied. But if such corporation becomes iners set up the defense that they had an sclvent such unpaid stock subscriptions agreement that they were not to be liable | are subject to be made assets for the benefit beyond the 15 per cent. The directors, in | of all creditors who gave credit to the the course of business, borrowed large | corporation on the faith of its capital stock sums of money and went on the notes as being paid in full, without any knowledge of such agreement. Where, however, the tically worthless, the directors could re- creditor deals with the corporation with

"Indiana's Largest Music House"

In order to tell the true value of

our being the LARGEST -occupying more square feet of space and hiring more employes than all the other COMBINED MUSIC STORES in Indianapolis. Think it over. \$165 and up for new Planos. Easy terms.

128 and 130 North Pennsylvania St.

WULSCHNER MUSIC CO., Manufacturers and Jobbers

right to insist on the collection of any greater sum from the stockholders than the corporation itself could claim as a part Till vs. Collier. De Kalb C. C Transferred to A. C. Dixon vs. Eikenberry. Howard Transferred to A. C Hammond vs. Croxton. Steuben C. C. Transferred to A. C. 19218 Rumble vs. Barker. Pike C. C Transferred to A. C. 19224. Cement Company vs. Minor. Clark Transferred to A. C Lahr vs. Ulmer. Knox C. C. Transferred to A C. 19226. Davis vs. Seybold. Hamilton C. C. Transferred to A. C.

-Minutes .-19541. The State of Indiana ex rel. Henry Fadely, drainage commissioner, etc., vs. Board of Commissioners of Henry County et al. Appellees' brief (8.) -New Supreme Court Suit .-

Ransom S. Moore vs. Arza Smith Record; assignment of errors; no--Oral Argument,-18909. Perry C. Apple, Assignee, etc., et al. vs. James H. Smith, Trustee, etc., et al.

APPELLATE COURT.

Wednesday, May 8.

C., I. & E. Railway Company vs. Grant C. C. Affirmed. Henley, C. court cannot say that the amount of damages assessed is too large or that the verdict is contrary to the evidence. 2. Where quired by a railroad company, under Sections 3906 and 3907, R S. 1831, it is within the discretion of the trial court to send the iury to view the premises. 3420. Vantreese vs. McGee. Decatur C. C. Reversed. Comstock, J.-1. A dog is property for which an action in replevin will lie, and the mere fact that the animal is dead does not deprive its owner of his right of possession. 2. Whenever property can be dentified replevin may be sustained. 2948. Wright vs. Caskey. Decatur C. C. Reversed. Roby, J.-1. A person is not entitled to recover upon a void contract. 2. An allowance by the board of commission-

ers is not a voluntary one when it is made upon a claim presented to the board, based upon an alleged contract. 3. An appeal lies from all decisions of the board of commis sioners, except when expressly or impliedly denied. 4. An appeal from the board of commissioners in allowing a claim brings 3698. Luke vs. Sheridan. Fountain C. C. Amrmed. Black, where a person came a resident of Warren county in 1896 and remained a resident of said county mortgages in his possession on April 4, 1897. in Warren county, and an assessment upon

the duplicate of Fountain county, in the hands of the treasurer for collection, is void and constituted such a cloud upon her real estate that she was entitled to injunctive relief against such treasurer. 3743. Spitzmesser vs. Spitzmesser. Madison C. C. Affirmed. Robinson, J.-1. An assignment of error that the complaint does not state facts sufficient is not available for a reversal unless some fact essential to the existence of the cause of action is wholly omitted from the pleading. 2. A divorce may be decreed for cruel and inhuman treatment of either party by the other. 3. The mere fact that a person was misled, without any fraud connected therewith, from appearing at the trial of an action for dia telephone pole, she was thrown out and vorce, where such person was a defendant will not justify the setting aside of the de-

cree granted. 3467. McFarlane vs. Foley. Marion S. C. Affirmed. Wiley, J.-1. In determining whether an article personal in nature has acquired the character of realty by being attached thereto regard is to be had to the chattel itself, the injury that would result from its removal and the intention in placing it upon the premises with reference to use or ornament. 2. As to what the intention was in annexing personal property to real estate is inferred from the following facts: (a), the nature of the article annexed; (b), the relation of the party making the annexation; (c), the structure and mode of annexation; (d), the purpose or use for which the annexation has been 3336. C. & S. E. Railway Company vs. Lane. Hamilton C. C. Petition for rehear-

3589. Duffett vs. State of Indiana. Sullivan C. C. Petition to withdraw transcript 3809. Franklin vs. Lee. Vanderburg S. C. Certiorari granted. 3814. Utter vs. Kersey. Boone C. C. Publi-3836. Indiana Railway Company vs. Feitick, St. Joseph C. C. Certiorari granted and

issued; motion to set aside order allowing

3582. Rastetter vs. Reynolds. Whitley C.

C. Motion to remove and strike from files

clerk to file amended certificate sustained.

397. White, etc., Township vs. Darrell,

Johnson C. C. Petition for rehearing over-

appellee's brief overruled; petition for certiorari overruled. 3730. Aaron N. Dukes vs. Charles S. Eash et al. Appellant's brief (8.) 3671. Hymera White Ash Coal Company vs. Albert Zink. Appellant's brief (8.)

-New Appellate Court Suit .-3852. John S. Krohn vs. Felix P. Anderson et al. Record. Assignment of errors. Joinder by coappellee. Notice. SUPERIOR COURT.

Room 2-James M. Leathers, Judge. Parry Manufacturing Company vs. Milard F. Cox; note. Evidence heard. Finding and judgment against defendant for \$105.50. without relief and costs. William E. McClure vs. Indianapolis Inion Railway Company; damages. On trial by jury.

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and Swiss and \$100 Italy Annex trips. May and June parties via Gibraltar. F. C. CLARK, June parties via Gibraltar. 111 Broadway, New York, judgment against defendant for \$500 and iam Gunn; note. Dismissed and costs paid,

\$250 Excursion to Europe, June 29.

S. "City of Rome," 8,415 tons, with \$70 Rhins

William Treitschke vs. James L. Barnett; damages. On trial by jury. CIRCUIT COURT. Henry Clay Allen, Judge.

Abel L. Warner vs. Carl Rochow et al.; mechanic's lien. By agreement of parties cause ordered transferred to moom 1, Superior Court. Malinda Cobler vs. William Cobler; divorce. On motion of plaintiff, filed for leave to prosecute as a poor person, court sets

aside order to pay \$5 prosecuting attorney's fees. Finding for plaintiff. Decree of divorce. Plaintiff forbidden to marry for two years. Judgment against plaintiff for on account. Defendant defaulted. Submitted to court. Judgment against defendant for

Edward W. Doser vs. Consolidated Paint

and Oil Company; for an accounting. Trial NEW SUITS FILED. George L. Smith et al. vs. The Russell Lumber Company et al.; possession of real estate and damages. Superior Court, Room 1. Rousey E. Sturgeon vs. Mary J. Sturgeon; divorce. Superior Court, Room 3. Joshua L. Rust vs. New York Investment

Company; on contract. Superior Court, Sterling P. Dixon, administrator of the estate of Elizabeth Gunn, vs. William Gunn; for possession of papers. Circuit Arthur Pfeiffer vs. Frank Heather et al.;

on contractor's bond. Superior Court, John Van Camp vs. Harriet Isabell Van Room 3-Vinson Carter, Judge.

Ella McGhee vs. C., C., C. & St. L. RailWay Company; damages. Finding and son; divorce. Superior Court, Room 2.